MASTER SERVICES AGREEMENT

MASTER SERVICES AGREEMENT AND ACADEMIC SOFTWARE LICENSE effective as of January 1, 2018 ("Effective Date") between Estia, Inc. a Delaware corporation with a principal place of business at 4039 Broadway, San Antonio, TX 78209 ("we" or "Enflux") and the party signing below as “Customer” ("you" or "Customer").

WHEREAS, Enflux has developed certain proprietary software and Software Services.

WHEREAS, Enflux desires to either license the Software and/or receive the Software Services herein; and

WHEREAS, Enflux is willing to provide such Software and Software Services, subject to the terms and conditions of this agreement.

1. **Services.** means the Subscribed Software and services operating together, along with any functionality provided by Enflux with terms and as described in Appendix A.

2. **Subscribed Software** means the non-exclusive, non-transferable licensed software you have access to for your internal and reporting purposes during the term of this Agreement.

3. **Pricing; Payment Terms.** Customer shall pay Enflux in accordance with Appendix A pursuant to the terms set forth therein.

4. **Use Rights; Intellectual Property.**
   (i) Except for the rights granted in this Agreement, Enflux retains and shall continue to own (A) all Intellectual Property Rights (as defined below) in or to the Enflux methodology and all technology or other Intellectual Property Rights utilized to create the Enflux Academic Intelligence dashboards and other related materials, and all copies and derivative works thereof (by whomever produced) and (B) all service marks, trademarks, trade names or any other designations of Enflux. All rights not expressly granted to the Customer herein are retained by Enflux. Except for the rights granted in this Agreement, the Customer retains and shall continue to own all service marks, trademarks, trade names or any other designations of the Customer, or its licensors, including any which may be incorporated into the dashboards and reports. The Customer hereby grants a limited license to Enflux to incorporate such marks into the Report(s) it provides to the Customer hereunder.
   (ii) For purposes of this Agreement, the term "Intellectual Property Rights" means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (A) rights associated with works of authorship, including but not limited to copyrights, moral rights and mask work rights; (B) rights in and relating to the protection of trademarks, service marks, trade names and goodwill; (C) rights in and relating to the protection of trade secrets and confidential information; (D) patents, designs, algorithms and other industrial property rights and rights associated therewith; (E) other intellectual and industrial property and proprietary rights (of every kind and nature however designated) relating to intangible property that are analogous to any of the foregoing rights, whether arising by operation of law, contract, license or otherwise; and (F) registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force throughout the world (including without limitation rights in any of the foregoing).
(i) **Term; Termination.** The term of this Agreement shall begin on the date of this Agreement and continue in effect for the Initial Term set forth in Appendix A, upon which date the Agreement may be renewed for a like period of time (the "Second Renewal"), and thereafter for one (1) year renewal terms (each a "Renewal Term" and collectively with the Initial Term and the Second Renewal any Renewal Term, the "Term") upon written consent of both parties. Further, this Agreement may be terminated in accordance with the following: (A) at each renewal term provided either party provides thirty (30) days notice of such termination; (B) immediately by a party, without further notice, should the other party hereto (i) become insolvent, (ii) commence dissolution proceedings, (iii) file a petition in bankruptcy or seeking any reorganization, arrangement, compositions or similar relief, or take any action of similar intent or effect under any law regarding insolvency or relief for debtors or (iv) make an assignment for the benefit of creditors or similar undertaking, or (v) have a receiver, trustee, or similar officer appointed for the business or property of the party; or (3) in the event that either party hereto defaults in the performance of any of its material duties or obligations hereunder, and such default is not cured within thirty (30) days after written notice is provided to the defaulting party pursuant to Section 11(iv), then the party not in default, after having given written notice thereof to the defaulting party, may terminate this Agreement immediately.

5. **Effect of Termination.** Except as set forth below, all rights and obligations hereunder shall immediately terminate and cease upon termination or expiration of this Agreement; provided, however, that notwithstanding the foregoing, the following rights and obligations shall survive the termination of this Agreement: (i) the rights of Enflux to receive payment from Customer for all services provided prior to termination and (ii) any right or obligation which is noted elsewhere in this Agreement to survive or continue in effect after the termination of this Agreement.

6. **NO WARRANTIES; LIMITATION OF LIABILITY.**

   (i) **Exclusion Of Warranties.** IT IS EXPRESSLY UNDERSTOOD AND AGREED TO BY THE PARTIES HERETO THAT ENFLUX MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON REGARDING ANY SERVICES, DELIVERABLES, RESOURCES OR OTHER ITEMS PROVIDED BY ENFLUX UNDER THIS AGREEMENT OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND ENFLUX EXPRESSLY DISCLAIMS ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WARRANTIES OF GOOD TITLE AND NON-INFRINGEMENT AND THOSE WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW.

   (ii) **Limitation of Liability.** ENFLUX SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUES, SUSTAINED OR INCURRED IN CONNECTION WITH ANY ACT OR OMISSION RELATED TO PERFORMANCE UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT OR OTHERWISE (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN. EXCEPT AS SET FORTH IN SECTION 7, EACH PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL PAYMENTS MADE BY CUSTOMER TO ENFLUX UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF THE PARTIES AT THE DATE OF THIS AGREEMENT, OR WERE SUFFERED OR INCURRED BY THAT PARTY ARISING OUT OF OR IN CONNECTION WITH THE PROVISIONS OF ANY MATTER UNDER THIS AGREEMENT.
7. **Indemnification.** Each Party hereby agrees to defend, indemnify and hold harmless the other Party, its directors, officers, employees, agents, successors and assigns, from all damages, including reasonable attorney’s fees, incurred as a result of any and all claims, liabilities or obligations resulting from any claim by any third party against the other Party arising out of any relationship between the Customer and such third party unless caused solely by the actions of the offending Party.

8. **Confidentiality.** The parties each agree that all Confidential Information communicated to it by the other was done so in confidence for use only for the purposes of this Agreement and shall not be used to compete with the other party and shall not be disclosed to any third party without the prior written consent of the other party. "Confidential Information" shall mean all information in any form, including without limitation printed or verbal communications which relates to a party’s products, marketing strategies, business, financial, Customer and product development plans, forecasts and strategies. Exceptions to Confidential Information include: (1) information lawfully in the public domain through no violation of a duty of confidentiality; (2) information developed independently by a party without reference to information disclosed under this Agreement; or (3) information received from a third party without restriction and/or breach of this or a similar Agreement. It shall not be a violation of this Section to disclose Confidential Information in compliance with any legal, accounting or regulatory requirement beyond the control of either party, but, in such case, prior to disclosure, the disclosing party shall give written notice to the other party to permit that party an opportunity to oppose disclosure. Except with respect to any information which is a trade secret to which the obligations hereunder shall survive indefinitely, the each party’s obligations under this Section shall terminate five (5) years after the effective date of any termination or expiration of this Agreement. Immediately upon termination of this Agreement or upon the disclosing party's request, the other party will, at its option, destroy or return to the disclosing party all Confidential Information as well as all documents or media containing any Confidential Information and all copies, extracts or derivatives thereof.

9. **Unauthorized Access to Data or Unauthorized Use of the Services.** Enflux is not responsible for unauthorized access to Customer data or the unauthorized use of the Services, unless the unauthorized access or unauthorized use results from Enflux’s failure to meet its security obligations stated in this Agreement. Customer is responsible for the use of the Services by any Customer employee, any person Customer have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by Customer.

10. **Protection of Student Information.** Enflux acknowledges and understands that the Customer may be required to protect certain Personal information and student education records from disclosure under the Family Educational Rights and Privacy Act ("FERPA") including regulations promulgated thereunder. To the extent the Customer is subject to FERPA, and to the extent Enflux may be subject to FERPA in its capacity as a third-party service provider, Enflux agrees to i) secure all Personal information and student education records related to Customer’s students using industry standard security practices; and ii) shall use reasonable commercial efforts to protect Personal information and student education records in its possession and/or control to the extent required of third party service providers to which such information is released. Enflux shall not be liable to Customer for the use or redisclosure of any metadata which Enflux reasonably believes falls outside the scope of the information protected by FERPA. Customer understands and acknowledges that Enflux may receive Personal information from Customer or its Users during the provision of the Services. Customer agrees that Customer is solely responsible for ensuring the accuracy, correctness,
quality, legality, and completeness of any Personal information provided to Enflux through use of the Services and shall be responsible for correcting and updating such Personal information.

11. Miscellaneous.

(i) **Complete Agreement.** This Agreement is the final, complete and exclusive statement and expression of the agreement between Customer and Enflux with relation to the subject matter of this Agreement, and there are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of, any prior or contemporaneous discussions, correspondence or oral or written agreements of any kind. This Agreement may be modified, altered or otherwise amended only by a written instrument executed by both Customer and Enflux.

(ii) **Publicity.** With Customer's prior written permission in each instance, Enflux may use Customer's name in describing, advertising or promoting Enflux's Services as a part of Enflux's World Wide Web site, marketing, advertising and promotional materials or in other documents promoting Enflux's qualifications and experience.

(iii) **Assignment; Binding Effect.** Neither this Agreement nor a party's rights or obligations hereunder may be assigned or transferred (whether expressly, by operation of law or otherwise) to any person or entity without the prior written consent of the other party, except that no consent from the other party shall be required in connection with any merger or sale of substantially all of the assets or business of a party related to this Agreement, provided that the successor-in-interest or transferee assumes in writing that party's rights and obligations under this Agreement and is not a competitor of the other party. Any attempted transfer or assignment without such consent shall be null and void ab initio and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(iv) **Notices.** Unless otherwise provided herein, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified or upon delivery by express courier; or (b) five (5) days after mailing by registered or certified mail, postage prepared, in each case addressed to the party to be notified at the address set forth above for the Customer or to PO Box 6943, San Antonio, TX 78209, Attn: Legal with respect to Enflux, or at such other replacement address as such party may designate by notice to the other party.

(v) **Severability.** If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.

(vi) **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Any lawsuit or other legal proceeding between the parties shall be brought only in the civil district courts of Bexar County, Texas, or the United States District Court for the Western District of Texas, San Antonio Division. The parties hereby consent to the personal and exclusive jurisdiction and venue of these courts.
(vii) **Injunctive Relief.** Each party acknowledges and agrees that, due to the unique nature of the Confidential Information and the intellectual property of each party, there can be no adequate remedy at law for any material breach by a party (the "Breaching Party") of its obligations under Sections 4 and 8 and that any such breach may result in irreparable harm to the other party. Therefore, upon any breach by a Breaching Party, the other party shall be entitled to appropriate equitable relief in addition to its other remedies and to be indemnified and held harmless by the Breaching Party from and for any damage, expense, loss or harm, including without limitation lost profits and attorneys' fees, in connection with any breach or enforcement of the non-breaching party's obligations hereunder, including without limitation the unauthorized use or release of any such Confidential Information or intellectual property.

(viii) **Force Majeure.** Subject to the terms and conditions of the Agreement, neither party will be responsible to the other for the non-performance of or for delay in performance occasioned by any cause beyond its reasonable control, including without limitation acts or omissions of the other, acts of civil or military authority, strikes, lock-outs, embargoes and acts of God (each, a "Force Majeure Event"). However, the non-performing party shall be diligent in attempting to remove or resolve any Force Majeure Event and shall promptly notify the other party of the extent and probable duration of the Force Majeure Event and any related non-performance or delay in performance.

(ix) **Waiver Provisions.** Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

(x) **Status; Authority.** Enflux is an independent contractor of Customer and nothing in this Agreement shall be interpreted to mean that Enflux's relationship with Customer is anything other than that of independent contractor. Neither party has any power or authority to contract for, bind or commit the other party in any manner unless such power or authority is granted in a valid power of attorney or other grant of authority.

IN WITNESS WHEREOF, the parties have hereunto set their hands, in one or more counterparts, as of the day and year first above written.

CUSTOMER:

By: [Signature]
Name: Jeffery T. Burton
Title: Associate VP for Finance & Administration and Chief Financial Officer
Address: 8441 Riverside Parkway
Bryan, Texas 77807
Contact Email: jburton@lamhsc.edu

ESTIA, INC.

By: [Signature]
Name: William Cameron Powell
Title: President & Co-Founder